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BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

SECTION – IV

SCC -SPECIAL CONDITIONS OF CONTRACT

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1. The contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
   The contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the contractor on the Site and such other information as the Employer may require.

2. During continuance of the contract, the contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the Notifications / Bye laws / Acts / Rules / Regulations including amendments, if any, on the part of the contractor, Employer shall have the right to deduct any money due to the contractor including his amount of security deposit. The Employer shall also have the right to recover from the contractor any sum required or estimated to be required for making good out of the loss or damage suffered by the Employer.
   The employees of the contractor in no case shall be treated as the employees of the Employer at any point of time.

3. The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his staffs shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in

this respect in future by the State or Central Government or the local authority.

4. The contractor shall monitor the activities of the staffs provided by him and ensure that the staff's behaviour is good and well-manned.

5. BESCOM desirous to engage different agencies for the Helpline Centre and Control Room, as such separate tender enquiries are invited. If any of the Bidder submitted their offer for both the tender enquiries and also qualified in both of these enquiries, then the price bid of qualified Bidders submitted for the Helpline Centre tender enquiry will be opened first and successful Bidder of Helpline Centre tender enquiry will be ascertained. Later offer of the successful Bidder of Helpline Centre tender enquiry submitted for the Control Room tender enquiry will be treated as **NON-RESPONSIVE** and price bid will not be opened.

6. Procedure for Evaluation of Technical Bid:

6.1 The Bids are liable to be treated as Non-Responsive if the Offers do not comply with the following:

1. Eligibility Criteria / Qualifying Requirements of the Bidder shall be as per Clause 11.0, Section - 1, Invitation for Bid-IFB.
2. Technical score of 45 marks or more as per Clause 11.0, Section - 1, Invitation for Bid- IFB.
3. Bid Security/EMD shall have been paid as per Clause 16.0 Section-II, Instructions to Bidder-ITB.
4. Bid shall be submitted for the entire Scope of Package.
5. Bid containing Certificate for Acceptance to Important Conditions as per Clause No. 7 of Section-IV, Special Conditions of Contract- SCC.

7. CERTIFICATE REGARDING ACCEPTANCE OF IMPORTANT CONDITIONS:

7.1 It is brought to the specific Notice of the Bidders that they are not permitted to take any deviations whatsoever to the following Conditions:

a) **Terms of Payment:**
Clause 28.0 of Section–III, General Conditions of Contract-GCC.

b) **Bid Security /EMD:**
Clause 16 Section –II, Instruction to Bidder-ITB.

c) **Contract Performance Guarantee.**
Clause 36.0, Section––II, Instruction to Bidder-ITB.

d) **Penalty.**
Clause 13.0 Section –III, General Conditions of Contract-GCC.

e) **Price basis**
Clause 12.0, Section–II, Instruction to Bidder-ITB.

f) **Guarantee.**
Clause 14.0 Section–III, General Conditions of Contract-GCC.

g) **Taxes and Duties:** Clause 13.0 Section–II, Instruction to Bidder-ITB.

7.2 Bidders shall be required to furnish a Certificate in Format enclosed at **Annexure-I** for acceptance of Important Conditions mentioned in 7.1 above in a separate envelope containing Bid Security.

Sd/-
General Manager (Elec.)
Customer Relation, BESCOM.